

**THIRD AMENDMENT TO CONTRACT NUMBER C-119255
BETWEEN
THE CITY OF LOS ANGELES
AND
CHARLES ESAU**

This is the **THIRD AMENDMENT** to Contract Number C-119255 between the City of Los Angeles, a Municipal Corporation, "City", acting by and through the Los Angeles Police Department, "LAPD", and Charles Esau, a Sole Proprietor, "Contractor."

RECITALS

On August 16, 2011, the LAPD and the Contractor entered into Contract No. C-119255 ("Original Agreement") for the equine farrier services of the Metropolitan Division Mounted Unit; and

The Original Agreement, which provided for an additional two (2) one-year period extensions, expired on August 15, 2012; and

The First Amendment to the Original Agreement was entered into on August 16, 2012 and provided for an extension of one year. The Amendment expired on August 15, 2013; and

The Second Amendment to the Original Agreement was entered into on August 16, 2013 and provided for an extension of one year. The Amendment will expire on August 15, 2014; and

The LAPD and the Contractor wish to extend the term of the Original Agreement for an additional two-year period, commencing August 16, 2014 through August 15, 2016; and

The City desires to exercise the option to extend the term to allow time for the City to complete the Request for Proposals process and selection of Contractor(s); and

On July 15, 2014, the Board of Police Commissioners approved this Amendment and transmitted it to the City Council; and

On _____, the City Council approved this Amendment (CF No. xx-xxxx) and authorized its execution; and

The Contractor has been providing satisfactory services; and

This Third Amendment is necessary to provide continuous equine farrier services to the LAPD Metropolitan Division Mounted Unit.

NOW THEREFORE, the City and the Contractor agree to amend Agreement No. C-119255 as follows:

1. Section 2.0 – Term of Agreement, is hereby amended as follows:

The term of this Third Agreement to Contract No. C-119255 shall be extended commencing on August 16, 2014 and will expire on August 15, 2016, unless terminated earlier as provided herein. In the event that the Request for Proposals process has not concluded and a new contract is not executed by August 15, 2016, the term shall be extended, such extension may be exercised by a letter signed by the Chief of Police, on a month-to-month basis commencing on August 16, 2016 until such time as the Request for Proposals process is completed and a contract is executed. Such month-to-month extension shall not extend beyond February 28, 2017.

2. Ratification – Due to the need for the Contractor's services to be provided, should the Contractor provide services after the expiration of the Original Agreement and prior to the execution of this Third Amendment, to the extent that such services are satisfactorily performed, those services are hereby ratified.
3. In the event of an inconsistency between any of the provisions of this Third Amendment to Contract No. C-119255, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:
 - 1) Third Amendment,
 - 2) Second Amendment,
 - 3) First Amendment,
 - 4) LAPD Contract No. C-119255, and
 - 5) Standard Provisions for City Contracts (Rev. 03/09).

Except as amended by this Third Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

This Third Amendment includes three (3) pages and is executed in three (3) duplicate documents, each of which is deemed to be an original. The Original Agreement is hereby incorporated by reference, in its entirety, into this Third Amendment.

(Signature Page Follows)

IN WITNESS THEREOF, the parties hereto have caused this Third Amendment to be executed by their respective duly authorized representatives on the dates indicated.

THE CITY OF LOS ANGELES,
a Municipal Corporation

CHARLES ESAU,
a Sole Proprietor

By: _____
CHARLIE BECK
Chief of Police

By: Charles Esau
CHARLES ESAU

Date: _____

Date: 7/1/14

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____
DANIEL W. KREINBRING
Deputy City Attorney

Date: _____

ATTEST:
HOLLY L. WOLCOTT, Interim City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0002565752-0001-4

Internal Revenue Service Taxpayer Identification Number: On file with Department

Agreement Number: C-119255-3